

claimed features of independent claims 1, 10, 17 and 23.

In particular, DeFrancesco et al. discloses a "central processor...operably coupled to a communications medium...[taking] a variety of other forms, for example, a local area network, a satellite communications network, a commercial value added network (VAN), the Internet, ordinary telephone lines, or private leased lines" (column 17, lines 60-67; column 18, lines 1-3). The Examiner has equated DeFrancesco et al.'s ability to provide credit bureau reports via the Internet to a client terminal, with Applicant's ability to provide credit bureau reports via the Internet to a client terminal in HTML.

It is respectfully submitted that the Examiner has mischaracterized the ability of DeFrancesco et al. to send credit reports via the Internet in HTML. In DeFrancesco et al., when a credit report is requested, the credit bureau sends the credit report in non-HTML format, i.e. TTY format, even if the Internet is used as the communications medium between a client terminal, CPU, and the credit bureau (column 26, lines 33-59). Using the Internet as a communication medium in DeFrancesco et al. does not mean that credit bureau reports can be displayed in HTML on a client's terminal. The web server (CPU), or another device, must include a means to convert the credit bureau report from the default TTY format to HTML format, i.e. Applicant's claimed invention.

Here, Applicant's claimed invention is the first to convert the credit bureau reports from non-HTML format to HTML format. Without this conversion, the credit bureau data sent to a client terminal cannot be displayed in HTML format even if the communications medium is the Internet. Not all data sent via the Internet is sent in HTML format because a customer's web browser must be capable of supporting HTTP (hypertext transfer protocol) for receiving data in HTML. In fact, even if a web browser supports HTML, it does not mean that a credit report sent in TTY format via the Internet can be automatically displayed in HTML on a client's web browser. Accordingly, the TTY formatted credit bureau report sent to a client's terminal via the Internet will be displayed in non-HTML such as text format or ASCII format, for example.

For DeFrancesco et al. to provide credit bureau data in HTML to client terminals, it needs a means to convert the credit bureau reports from non-HTML into HTML and provide such HTML reports to a web browser capable of supporting HTML. DeFrancesco et al. simply does not teach or suggest a means for performing such a conversion. In fact, DeFrancesco et al. teaches away from Applicant's claimed invention and discloses that it sends and displays credit bureau reports in TTY format or a summary format with no indication that the summary format is provided in HTML (column 26, lines 33-59). DeFrancesco et al. desires a non-HTML format so that it can share the data between a funding source and a dealer, which may not have a non-HTML browser, for example.

Accordingly, even though DeFrancesco et al. can use the Internet as a communications medium, it simply does not disclose that it has the ability to convert a credit report supplied in TTY format (non-HTML) to a credit report in HTML format for displaying on a client's terminal. Based upon such a deficiency, Applicant respectfully submits that independent claims 1, 10, 17 and 23 are in condition for allowance. The remaining claims depend on such independent claims and include all the recitations thereof, respectively. Accordingly, Applicant respectfully submits that such dependent claims are also in condition for allowance.

In addition to the reasons advanced hereinabove, independent claims 10 and 23 recite, inter alia, "a client terminal...entering and displaying the credit report in HTML format...whereby the client is able to send credit information about a client customer electronically...providing the ability for the client to generate the credit report on-line for submission to the credit bureau...". Thus, the Applicant's claimed invention allows a client to update a client customer's credit information by submitting updated credit information to a credit bureau's database. This is substantially different from pulling a client customer's credit report. Here, the client is providing information about the client customer's credit history to a credit bureau so that the credit bureau can update their database,

rather than requesting a credit report from a credit bureau.

In sharp contrast, DeFrancesco et al. simply does not disclose such a capability to update a client's credit information by submitting updated credit information to a credit bureau's database. DeFrancesco et al. only allows a client to pull a client customer's credit report from the credit bureau rather than submit a client customer's credit history to a credit bureau. Based upon such a shortcoming of DeFrancesco et al., Applicant respectfully submits that independent claims 10 and 23 are in condition for allowance, in addition to the reasons advanced earlier. The claims depending on independent claims 10 and 23 include all the recitations of independent claims 10 and 23, respectively. Accordingly, Applicant respectfully submits that such dependent claims are also in condition for allowance.

All Claims Are Patentable Over DeFrancesco et al. In View of Katznelson, Under 35 U.S.C. § 103(a)

The Examiner rejected claims 2, 3, 4, 6, 7, 8, 9, 11, 13, 14, 15, 20, 22, 25 and 26 under 35 U.S.C. 103(a) as being unpatentable over DeFrancesco et al. in view of Katznelson. The Examiner has stated that it would have been obvious to a person of ordinary skill in the art at the time the invention was made to modify DeFrancesco et al. by including a credit data signal disclosed by Katznelson because it would provide means for reporting the recorded data retrieved from the file, and means for authenticating such a report.

Applicant respectfully submits that the Examiner has not established a prima facie case of obviousness over Applicant's claimed invention based upon DeFrancesco et al. in view of Katznelson because neither Katznelson nor any other prior art provides the above-noted shortcomings of DeFrancesco et al., i.e. the inability to display credit reports on a client terminal in HTML format and the inability to update a client customer's credit history by uploading same to a credit bureau database. Therefore, even if it were allegedly obvious to combine the encrypting/decrypting teachings of Katznelson with the teachings of

DeFrancesco et al., which Applicant denies, all the recitations of independent claims 1, 10, 17 and 23 are not disclosed by DeFrancesco et al. nor Katznelson, neither individually nor combined.

Further, DeFrancesco et al. discloses its own security feature for preventing unauthorized users from accessing data transferred between clients, funding sources, and credit bureaus (column 25, lines 7-53). Thus, there is simply no motivation, teaching, or suggestion to modify the teachings of DeFrancesco et al. to include the encrypting/decrypting technology taught by Katznelson because DeFrancesco et al. includes its own security device for preventing unauthorized access to data transmitted between a client terminal, CPU, and credit bureau as well as authenticating such data.

Finally, Applicant's encrypting/decrypting technology is in sharp contrast to Katznelson, which does not provide any teaching, motivation, or suggestion of encrypting/decrypting data in HTML format. Encrypting/decrypting data in HTML format involves a different programming application than Katznelson's programming application. Katznelson discloses sending an encrypted credit signal and authentication key to encrypt/decrypt the credit signal and compares it to a decrypted version of the credit signal (column 3, lines 37-51). There is simply no teaching, suggestion, or motivation that such an encrypting/decrypting technology is compatible or applicable for encrypting/decrypting data in HTML format sent via the Internet. Applicant respectfully submits that the Examiner cannot establish a prima facie case of obviousness simply by selectively combining individual teachings of prior art to produce Applicant's claimed invention. There must be suggestion or motivation in the prior art to combine their teachings, respectively.

Accordingly, Applicant respectfully submits that Katznelson does not provide the above-noted deficiency of DeFrancesco et al. and even if Katznelson's encrypting/decrypting teachings is allegedly obvious to combine with DeFrancesco et al.'s teachings, which Applicant denies, all the features recited in Applicant's independent claims 1, 10, 17 and 23 are not disclosed.

The claims depending on such independent claims include all the recitations of the independent claims, respectively. Accordingly, Applicant respectfully submits that all the claims are in condition for allowance.

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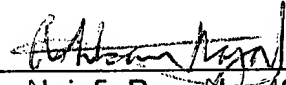
Conclusion

All of Applicant's claims are patentable over the prior art. Accordingly, after the Examiner completes a thorough reexamination and finds the claims patentable, a Notice of Allowance is respectfully requested in due course.

10 The undersigned attorney respectfully requests a telephone interview prior to any final action on the merits to resolve or reduce the number of remaining issues.

Respectfully submitted,

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